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Revised 11/20/04

### Synopsis of Property Dispute on Cripple Creek Drive

**What we want:**

For the Coble Farms property owners to use their own easement, not our easement (because from all that has been learned that is not their right) and return our easement to its original condition. We prefer they not use Cripple Creek Drive because it will be significantly more expensive to maintain this road with their additional vehicles. They are dishonest and we would like them as much removed from our lives as possible.

We want them to pay for all damages and legal fees spent thus far because they are building homes.

If they are allowed to use Cripple Creek Drive they should have to pay for any maintenance cost over what has been the average in the past (which will be costly to them) because we do not believe we should have to pay more because others have built houses on our road.

For them to pay for all damages to the road, property and pay attorney fees.

**Position Summary:**

This dispute involves the use and limits of the Cripple Creek Drive easement and more specifically the north/south section of that roadway north of Charles Samuel and southwest of B owling Green. Cripple Creek Drive is a privately owned, single lane, unstaalized dirt road in the Quail Valley Subdivision. The portion in dispute has from a 5-20 feet deep vegetation buffer on the west side of the road. This vegetation contains some 25 year old pine trees as well as many various smaller trees. Quail Valley is not in the urban services area while Coble Farms is in the urban services area. This section has needed gravel and occasional grading work which has been done for a fee by Leon County. Due to the road and property damage and the flooding of the road and Fosters property Jim Mills, with the agreement of the other Quail Valley properties involved in this dispute (deKloets, Fosters, Suarez) order and have received a topographic survey of the road and an engineering design. Jim Mills has met with an excavator and should have an estimate of this work shortly after Thanksgiving.

There are primarily 4 Quail Valley and 4 Coble Farms property owners involved in this dispute.

The Quail Valley property owners wanted to know what rights and responsibilities all parties had and abide accordingly. Through much research and cost to them they now are of the belief that the Coble Farms Subdivision lots do not have any legal right to use the Cripple Creek Drive easement as primary daily passage and certainly do not have the right to cut down 45-50 feet wide areas of trees for a driveway, to install a culvert/fill/rock on the easement, or to install a mailbox or put a trash bin on the easement. The use of this easement as primary passage as well as failure by the Coble Farms property owners to retain their storm water has over burdened CCD and has exacerbated CCD roadway damage as well as property damage to the Fosters property. Thus far the Coble Farms property owners have refused to compensate the Quail Valley property owners for this damage. The Coble Farms property owners have recently agreed to pay some damages and some for the topographic survey, and damages their construction trucks may have cause (not the drainage design, damages, or road repairs) if and only if the Quail Valley property owners enter into a formal roadway agreement giving the Coble Farms property owners driveway connections and we are not sure what else (perhaps mail box installation, garbage bins on the roadway and parking, etc.). [Isn't this blackmail?]

The primary Quail Valley property owners are: deKloets, Mills, Fosters, Suarez

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- deKloets deed is to the center of CCD; Jody Wathall (deceased father helped develop subdivision) owns the westerly 30 feet easement (this was recently discovered).
- Mills deed is the entire 60 foot roadway easement
- Fosters deed - frontage is the entire 60 foot roadway, from corner down north side is to the centerline
- Suarez deed - to centerline

It is the Coble Farms property owners belief that they are entitled to use the Cripple Creek Drive easement, to cut down trees on this easement to install a culvert, fill, rock, mailboxes on the easement, to park in the easement, to put their trash receptacles on the easement and to not control their storm water, but rather allow it accumulate on and to damage the easement as well as downstream property. They will not take responsibility for nor repair the damages they have caused. They have video of the pre-existing road conditions and consider these problems "pre-existing condition) and say they are our problem, not theirs. Recently they have agreed to some type of payment if and only if they receive a road maintenance agreement that allows driveway connections, etc. Lin Mills asked Jason Meadows the purpose of the agreement and he said we had all the control and he threatened to file a law suit if his culvert is removed, White Oak Construction/Walt Driver has filed a law suit because a fence (metal posts and chicken wire) has been erected on the west boundary line of the Fosters property. (This was done to help prevent additional trespass and to prevent further drainage problems to the Fosters property.) Driver has charged Foster did this to prevent Driver's lot from being sold. The Mills have also planned to put up a fence on their westerly property line for the same reasons. The sheriff, bank and neighbors said that a fence might help prevent a trespass. Manausa said there had been no fence, implying perhaps that if there had been some different scenario may have occurred with the Albertson and Meadows.

Coble Farms property owners: Meadows, Stewarts, Albertsons, Driver (the Harellson are on the corner of Cripple Creek and Charles Samuel and confirm it was made clear to them the 20 foot easement in the Coble Farms deed were indeed to be used to get them to their respective properties and they have no problem whatsoever allowing that access on their lot. This was confirmed with the attorney (Terrance Deriotis) handling the sale of those lots).

-all these Coble Farms deeds contain a separate 20 foot easement for "ingress, egress, utilities and drainage" that connects to Charles Samuel Drive.

- ♦ The above mentioned Coble Farm lots were sold to the above property owners in June of 2004 by New Construct, Inc. via Cotton Reality. Prior to their sale a 20 foot easement to Charles Samuel Drive, not Cripple Creek Drive, was put into each deed because the New Construct attorney did not find these lots to have legal access to Cripple Creek Drive.
- ♦ Two driveway connections have been made to CCD. These connections, even if allowed are not at the proper grade and location and have significantly blocked the natural flow of water which has been diverted south (rather than north) and backed the water over the roadway and in Albertsons case into the Fosters yard and caused repeated flooding and damage to the roadway and to the Fosters yard. These connections were made by the Albertsons and the Meadows. The Albertson's installed their driveway on the Foster's property and cut down a 45 foot wide area for installation. The Meadows have also installed a driveway (culvert, fill, rock) and cut down a 50 foot wide area for their driveway. Some of the trees were 25 year old pine trees and were sold by the Meadows (theft). Both driveways have been installed at the improper grade and location and have blocked the natural flow of water which has caused roadway and other property damage. There has been no agreement or consent by anyone in Quail Valley for the above actions. Meadows has threatened to file a law suite if his culvert is removed.
- ♦ While Walt Driver has told us in the past that he planned to build on a third lot, he is evidently now trying to sell the lot. In an attempt to prevent additional trespass and storm water problems which have seriously flooded the roadway in front of the Fosters and into their yard, the Foster have put a fence on their westerly property line. Walt Driver/White Oak Construction has now filed a law suit to have the fence removed and for damages.

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- ♦ To have the Coble Farms property owners use the 20 foot easement in their deeds instead of Cripple Creek Drive and to have them contain and/or be responsible for their storm water and to pay for all costs and damages incurred, including all attorney fees and .
- ♦ To be allowed to fence in our property boundary and understand any associated limitations.

**Damages Include but are not limited to:**

- ♦ Cost for removal of the driveway connections, dirt/material and culvert to be removed and hauled of if necessary (we are evidently not allowed to put the dirt back on their property); ruts made by their construction equipment/vehicles to be graded; gravel to be delivered and graded; compensation for having a silt fence on the Fosters property since June; trees/shrubs for the area cleared to be purchased, replanted and irrigated until well rooted or compensation for their purchase and installation to be made, the cost of the Fosters berm; the cost of all grading to put the roadway dirt back onto the roadway
- ♦ Compensation for the topographic survey, drainage design and associated roadway repair work needed to correct the drainage problems that have now become urgent.
- ♦ Other two property owners who have not yet started construction to be advised of what they can and cannot do.
- ♦ If they are allowed connections all costs over and above what has been the average cost to repair the roadway in the last 2-5 years. All roadway work to be done under the supervision of a professional engineer.
- ♦ All legal and attorney fees, including Randi's (evidently the Coble Farms property owners have paid Manausa nothing. They have told him to correct this problem or take the lots back.
- ♦ Want them to control their storm water, not just dump in all into the ditches. The engineering design addresses how to do this, but the county has only worked with them on grading the lot so the water flows to the north. Initially the county told them to build berms in their yards, but now have changed their position.

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## CONTACTS

	Office/Name	Phone #	Comments
Attorneys	Boyd, Joe Lindsey, Scott	386-2171	Position: cutting trees, installing culvert, fill, rock are trespass
	Denker, Randi	893-6753	Initially hired; handled mediation; terminated because we felt we needed an easement expert
	Deriotis, Terrance New Construct (seller)	522-9300	Position communicated to Mills': New easement to Charles Samuel was added to avoid what is now happening New owners should use this new easement, not connect to Cripple Creek
	Manausa, Danny Title Company Att., Coble Farms property owners Attorney	893-4105	Position: they have reasonable access and are within their rights
	Smith, Crit Foster's Title Company Attorney		Works with Manausa Has conflict of interest, will not take Fosters questions concerning their deed; referred to Manausa by Smith
	Wadsworth, Jr. Murray	385-0070	Friend referred Mills to him Said this would be very lengthy & expensive \$10, +
CERCA	Hemp Wilson President	668-2708	
	Jeff Bieling Vice President	668-0354	Nothing he could do
County	Commissioners -Tonny Grippa ---Assistant -Cliff Thael ---Assistant Martin Green	488-9962    922-7183	Grippa: Will probably have same position as Thael Thael: concerned county did not verify legal access prior to issuing building permit and that county told Mills they could be cited for improper work done on easement by Coble Farms owner
	Growth Management -Emma Smith Assistant to Director Environment -Bob Bass --Barbara Allen Environ Inspector -Ruth Martinez Environ Permit Planning -David McDivit --Mike Clark	488-9300    cell 544-0825	Position: county did nothing wrong regarding permitting, if new property owners have their own easement they should be using it, civil case, nothing county can do
	Property Appraiser -Bob Parmalee -Deanne -James Parks	488-6102	-Confirm rights are as Mills/Fosters believe, no driveway/tree clearance, etc., see no driveway/construction easement -Prepared detailed map to assist with clarification
Quail Valley Arch Comm	Jim Soltz Serves in place of Wathall	668-2479	Cripple Creek is for property owners of Quail Valley, not Coble Farms, it is subdivision boundary line
Realtor	Cotten, Russell	893-2525	All need to be working cooperatively, items in draft road maintenance are too demanding

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Sherrifs Office	1 <sup>st</sup> call 6/16/04 2 <sup>nd</sup> call 6/25/04 3 <sup>rd</sup> call 11/15/04 Deputy Sellers Case #04238855  CALL SERGEANT ROBBINS (Investigator)		1 <sup>st</sup> 6/16/04 Fosters called when trees were cleared for Albertsons driveway 2 <sup>nd</sup> 6/25/04 Mills asked for help with cutting of trees, install of driveway 3 <sup>rd</sup> Parking on easement 4 <sup>th</sup> 11/15/04 Albertson asked for action against Foster for removing culvert 5 <sup>th</sup> 11/18/04 Lin Mills called investigator to clarify Foster did not damage culvert and they had proof (pictures and engineering report)  Position (sheriff): civil matter If officer called again, have them contact the investigator-Sergeant Robbins re case #04238855
State Attorney	Willie Meggs		
Surveyors	Allen, Gary	877-0541	Surveyor on Albertson's lot
Talquin Electric  sunshine locators at 1800-432- 4770			Locator ref #26143985

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**Property Owners**

	Phone	Comments
<b>Residents</b>		
<b>East Side-Cripple Creek</b>		
<b>Quail Valley Subdivision</b>		
Sabastian, Jan		Will not participate in road repair
Kling, Ken	H:893-4213	Will not participate in road repair
DeKloet, Siwo & Dineke	H 893-6398	Will participate in road repairs
4355 Cripple Creek	W 386-1145	
Jody Wathall		June 04-Became aware he owns westerly 30 feet of CCD in front of deKloets, is currently considering what to do about it, if anything. May also own parcel in front of Klings
Mills, Jim & Lin	H 893-1208	Will participate in road repair
4407 Cripple Creek	J/C 322-4661 L/C 322-4660	
Foster, Preston & Kerri	H 668-0956	Will participate in road repair
4427 Cripple Creek		
Virgil Suarez		Will participate in road repair
Cripple Creek		(Previous owner (Rogers) blocked drainage)
Abney, Bob	893-1293	Absolutely does not support anyone other than Quail Valley residents connecting to CCD or using roadway. Will maintain what is in his deed. Will not participate in road repair
(Yellow House on corner of CCD and Bowling Grfeen)		
John Thompson	545-7131	Will not participate in road repair, will be responsible for what is in his deed (his 30 feet)
(new owner)		Previous owner: Will not help with road maintenance; Comcast truck was totaled
Previous owner:		Fire Dept could not get through
Stan Williams		
H 656-9722		
W 942-2323 ex 19)		
Jeffrey & Allisa Anderson		Do not support anyone except Quail Valley residents connecting to CCD, will not participate in road repairs, want potholes to discourage traffic
(Vann's old house)		
New construction		
(Hanies old vacant lot)		
Bruno & Nancy Sperduti	894-1490	Do not support anyone except Quail Valley residents connecting to CCD; construction trucks are damaging road, want it to stop
At end on right		
(next to Weiss)		
McLeod, Doug	576-3978	New owner, have not yet contacted
End on left at Anglewood		
<b>New Property Owners-</b>		
<b>West Side-Cripple Creek</b>		
<b>Coble Farms Subdivision</b>		
		All have 20 foot easement in deeds for ingress/egress, utilities and drainage, connecting to Charles Samuel Drive. New Construct noted in all deeds that New Construct does not warrant access.
Harrelson, Steve & Christina		
Meadows, Jason & Andrea	H 893-9796	Started construction 6/22/04; 50 feet wide area of trees cut & sold (theft?), driveway improperly installed culvert on roadway easement without property owner's permission; has backed up water on the easement and caused it to drain south, natural drain is north; threatened to sue if culvert is removed; dug deep sharp unsafe ditches and refused to fill in
Contractor: Jason Meadows	Acell 570-8154	

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Stewart, Rob & Tracey 2392 Tuscavilla Road 32312		No construction thus far
Albertson, Richard & Elizabeth Contractor: Bob Stout	H W Fax 893-0932	Started construction 6/16/04; trees cut, driveway improperly installed on roadway easement without property owner's permission; significant storm water runoff causing damage
White Oak Construction/Walt Driver		As of 11/04 heard he is selling lot and building for new owner; filed suit against Foster to remove fence installed on Fosters westerly border of Foster's property

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Current easement in Mills' and Foster's deed reads as follows:

"...New Construct reserves a non exclusive easement for ingress, egress, drainage and utilities, over and across the proposed roadway..."

Other deeds read:

30 feet of a proposed roadway

3/7/04

DeKloets were approached by Albertson and told they needed a road easement for their property. The DeKloet's signed this easement. The language reads as follows

"...a perpetual easement and right-of-way for the purpose of ingress, egress, utilities, cable, water, and phone lines..."

5/04

Jason and Andrea Meadows went to the Mills house to discuss that they were purchasing the lot across from the DeKloet's and Mills and wanted their permission to cut down trees on the roadside and install a driveway and cut down brush/trees on the corner in front of the Mills'. The Mills' explained they did not believe the Meadows had legal access to the Meadows property through the Mills property, but rather a 20 foot easement from Charles Samuel. The Mills said if they did have legal access that there were certainly limitations and restrictions that would need to be established, that they could not do whatever they wanted to do to someone else's property. The Meadows requested that the Mills draw up a document outlining their concerns and they would take it to the title company attorney, Danny Manausa to review and put together a legal agreement.

5/23/04

Lin Mills completed the draft and called the Meadows to come by to discuss the draft. Andrea Meadows asked if it could be faxed, Lin Mills said it could be emailed. Lin Mills emailed the document to Andrea Meadows. Lin Mills email said "Please remember, this is the very first draft. If any of the wording or intent is unclear or confusing, please let us know and we will improve it. This is just a starting point and I can work on it every day this week so that we can get it to say what it needs to for your closing purposes."

5/04

Andrea Meadows left a message on the Mills answering machine that a way to resolve the problem would be for the Mills to deed over half of their ownership of the 60 foot roadway to the Meadows.

Andrea Meadows said they found out they did not need the Mills or anyone's permission to do what they wanted to do for their driveway, etc., that she had a legal right to cut trees and install a driveway across Cripple Creek Drive.

5/23/04

Andrea Meadows sent Lin Mills an email requesting a copy of their survey.

6/16/04

Albertson's contractor, Renew Construct, Bob Stout, delivered 2 construction vehicles and a culvert. Jim Mills and Preston Foster approached Mr. Stout and advised him that there was no agreement in place for doing any work on Cripple Creek. The contractor asked permission to unload the culvert and equipment. Preston Foster OK'd the unloading, but did not give any permission for any other work. The tractor caused deep ruts on the Fosters roadway easement. Jim Mills gave Richard Albertson a copy of the document the Mills had drafted for the Meadows outlining their expectations, emphasis was not on denying access but rather questioning if they had legal access (which Mr. Mills was told/believed) and on the need for permission on which trees could be cut and where the driveway could be installed, and how the driveway would be installed to insure adequate roadway drainage.



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Preston Foster told Richard Albertson that he did not have permission to cut down trees, install any culvert or be on any part of their property until all of this confusion/dispute had been resolved.

At approximately 1:30 p.m. Deanna, Leon County Property Appraiser's office, said she could not find in any deed any access granted the Albertson's or the other new property owners access to Cripple Creek Drive, only to Charles Samuel Drive.

Jim Mills called Suzie at Growth Management and questioned why the Albertson's were given a building permit that included installing a driveway on the Foster's property. She said the county does not permit driveways on private roads.

The Albertsons cleared approximately 50 feet of the Fosters property.

Fosters called the Sheriff's office and they came out and Foster explained the what clearing was done on the Fosters property. The Sheriff said that if they had a fence up he could have done something but this was a civil matter and there was nothing he could do.

6/17/04

Jim Mills spoke to New Construct Attorney, Terrance Deriotis who said he recognized that New Construct's property may have had an access problem. He said that Cripple Creek property owners deeds would have to be researched to determine what access rights were available, etc. but that he could not do this work. The title company attorney, Danny Manausa came up with the idea to create a 20 foot easement across each lot being sold so that they could access Charles Samuel to solve this problem. Thus the new property owners would use that easement and not connect/access Cripple Creek Drive.

Jim Mills spoke to Mr. Stout, the Renew construction contractor, about the placement of the culvert. He said the ditches needed to be dug out prior to setting the culvert and that the culvert should be installed as deep as possible so that when the downstream ditches were dug out it would ultimately improve the drainage around the corner. Mr. Stout said he would install the culvert at least 9 inches below the existing ditch grade. Without topographic survey information Jim Mills advised that he could not establish a proper grade, but if the contractor intended to proceed to put in the culvert to do so as deep as possible. The downstream ditches were not dug out and the culvert was improperly installed and was higher than the roadway, covered with red clay with no silt fence or protection for the roadway, lake or adjacent property.

(Lin Mills had in the past approached the county about taking over Cripple Creek Drive and was in the process of receiving an estimate from them.) Lin Mills spoke to Jim Piltcher regarding the best placement of the Albertson's culvert. Mr. Piltcher indicated that it would be at the property line because the likelihood of having to replace it later if the county paves the road, would decrease. Mr. Piltcher suggested it not be put where the current ditch is located. He added that it is usually just put where the ditch currently is located. He also indicated that if that is where they put it, it is more likely that it will be taken out by the county if they do take over the road, that they try to save them if they can but often that is not possible.

Lin Mills spoke to Russell Cotton and he said that it was his understanding that Danny Manausa, the title attorney, said the Albertson's could clear the land for their driveway purposes, but nothing else. Mr. Cotton said he believed the Meadows thought the document the Mills had drafted was trying to make them totally responsible for the road that they did not understand that it was a document that all homeowners on Cripple Creek would discuss and accept/reject/modify. He said he had a copy of the document, which he interpreted the same as the Meadows. Lin Mills explained that it was unfortunate that the Meadows' had not come back to address the points/concerns they had so that there could be discussion/modification/agreement. Instead the Meadows said they did not agree with the document, would not sign it, did not have to sign it and could cut a driveway through the Cripple Creek current property owners property for the purpose of installing a drive, including the removal of trees.

Jan Sabastian, another neighbor on Cripple Creek came to the Mills house and expressed serious concern about the fire the Meadows had on their property. She told the Mills they should call the fire department.

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Mr. Mills walked over and saw that there was a dirt barrier around the fire and said he thought it was ok. Jan said she was still very concerned about it. She also expressed concern about the driveways on the roadway and increased traffic on the road with no known contribution from those building. (It rained very hard shortly thereafter and the fire died down considerably.)

6/18/04

Fosters put stakes/tape on the roadway edge to protect the sod on their roadside/ditches and truck from making ruts on their property.

Albertson's construction vehicle (very long truck) had parked in the roadway while waiting for cleared materials to be ready to put in truck (truck actually drove onto Albertson's lot when it was ready to be loaded). White Oak Construction (Meadows contractor and another new property owner) black truck ran completely over the stakes and tape. Mr. Albertson's contractor/sub later put back these stakes.

Jim Mills called the county permitting office to find out why the county would permit the installation of a driveway for the Albertson's on the Foster's property. (Kerri Foster is Jim Mills daughter) property.

The County Environmental Inspector, Barbara, came out and spoke to the Albertson's contractor.

The contractor told Preston Foster that he was at the closing and knows the Albertson's do not have a road maintenance agreement for Cripple Creek Drive.

The contractor told Preston Foster that he knew Mr. Foster had called the county environmental office and reported the Albertson's. (Mr. Foster did not do this.)

6/19/04

Jim Mills called Russell Cotton, indicating that he had been unable to contact Danny Manausa, Title Company Attorney, because he was out of town and the construction work/clearing was well under way. Mr. Mills asked for clarification as to what the new property owners were told they had right to do at closing because the Albertson's had cut down trees and installed a culvert on the Foster's property. Mr. Cotton said they told the new property owners that they had access rights. Mr. Cotton said he could not clarify and referred Mr. Mills to Title Attorney Danny Manausa

6/20/04

Certified Mail was sent to Albertson's from Mills and Foster notifying they did not have permission to do anything on the Mills' and Foster's property.

Preston Foster talked to Manausa and was told that the adjacent property owners had a right to use Fosters easement or their own 20 foot easement. Manausa said he need to check the Foster's deed.

Preston Foster called Randy Denker and she wanted the following things before scheduling an appointment with her: to call Jim Soltz, Quail Valley Architecture Control Committee, Toney Grippa; get copies of all related deeds and history.

Jim Mills got all copies of all related deeds from the Clerk of the Court.

The Mills and DeKloets received a letter from Manausa saying he represented the Meadows and that they had valid, recorded, and fully enforceable easement rights to their property. Also that they were not going to allow "further interference...or misrepresentations regarding their easement rights." Further that "appropriate action will be brought if any party attempts to violate" those access rights.

Jim Mills called Tonny Grippa's Office, spoke to Laticia, she said that she would investigate and get back with Jim Mills but she suspected that she would have the same response as Growth Management.

Jim Mills called Hamp Wilson who said he thought we had a strong case and should precede with Randy

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Denker.

Jim Mills called Jim Soltz, Quail Valley Architectural Committee, and his position was that Cripple Creek access was for the purpose of Quail Valley residents, not any other subdivision and that it was a subdivision boundary line.

Dineke DeKloet called Jim Mills to share with him that Talquin Electric had called her and left a message on her answering machine. He explained to her probably what they wanted and said he would be glad to call them back for her.

6/21/04

Lin Mills talked to the Property Appraisers Office about the easements in the Mills and Fosters deeds. She was not able to find any deed/easement granting driveway access to the property in Coble Farms.

Lin Mills talked to the Property Appraiser's Office, Mapping, Easements, and was told the maps indicate there is no easement for the property across the road to access Cripple Creek Drive. James said he was updating the maps to include the new easement the property across the road has to access Charles Samuel Drive and they could get a copy later this week or next week. He verified what the Mills and Foster's understanding was correct, that there was no access, was accurate according to their county the maps. He said the map hewass preparing would help clarify the situation to all involved parties.

Lin spoke to New Construct Attorney, Terrance Dariotis 522-9300. He indicated he believed there was no access for the property across the road to Cripple Creek Drive. That is why they put in a 20 foot easement for the five lots to access Charles Samuel Drive, and that is the access for those lots. He said the new property owners needed to use that easement that had been established, that it was established to prevent what is happening. He said if Danny Manausa had found an easement to Cripple Creek Drive, that he was unaware of it. Ms. Mills asked if he would help arbitrate this and he said he would not be able to do that.

Jim Mills went to the County Growth Management Office, 488-9300. He reviewed site plans and permits for the properties involved. He spoke to the duty officer (George) and ultimately Mike Clark. Mike Clark said this matter would have to be elevated. Mr. Mills stressed the urgency of getting this resolved because the Meadows already had their building permit. Mr. Mills contends the permit should not have given them access through private property where they did not have an easement, nor permission to install a culvert on the Fosters/deKloets property, nor cut down and sell trees on the property, etc.

Jim Mills called Danny Manausa's office and explained the confusion to his assistant and asked them to relay the information to him and have him get with him as soon as possible. (Mr. Manausawas out of town and expected back the following week.)

deKloets, Mills, Meadows all talked in the Cripple Creek roadway about the situation and their respective understandings. Meadows continued their position that they had the right to cut trees and install adriveway through the deKloets property, Mills and deKloets continued their position they did not. Meadows were told they would be mailed a letter the following day notifying them in writing that they do not have permission to do anything to the deKloets or Mills property. (Meadows and Albertsons were sent same letter this date via advice of an Fosters title insurance attorney Crit Smith. One purpose of the letter was explained to be to protect deKloet, Fosters and Mills from any liability or responsibility for actions taken by Meadows and Albertson.)

6/22/04

The Meadows began construction, made a driveway access connection from Cripple Creek through the deKloet's property and cut down several 25 year old pine trees as well as many various other smaller trees on dekloet's property (which were subsequently sold by the Meadows) for this driveway and access to their lot. They did not use the 20 foot easement from Charles Samuel Drive established for their access. (The westerly 30 feet of what was believe to be the deKloets was later determined to belong to the estate of Wathall. The deKloets only own the easterly 30 feet of the roadway. )

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Jim Mills had noted that the survey flags on the southern line of the Albertson's lot appeared to line up with the Fosters property line, and appeared to be 15 feet into the Stewart's property. Lin Mills called Gary Allen, the Land Surveyor and asked them to verify the flags were indeed on the Albertson's southern boundary. This turned out to be the case and the Albertsons significantly (approximately 20 feet wide and entire lot length) cleared this area of trees/vegetation.

Attorney Randy Denker 893-6753 (member of CIRCA)

- said easement must be in our deed and theirs granting them accessing to Cripple Creek
- sounds like we have a legitimate case
- once she verified and mails letter they must stop within 24 hours (she could verify very quickly)
- she suggested before doing this (to save us money) we do following
  - call county commissioners Tony Grippa and Cliff Theil
  - call CIRCA officers Hamp Wilson, President, Jeff Bieling, Vice President

Lin Mills called Commissioner Thael and spoke with Assistant Martin Green, he said he would get Emma Smith on this, Growth Management, Community Development 488-9300.

Lin Mills talked to Emma Smith at 4:15 and she said she needed a few more hours and apologized for not being able to resolve this today. Said she needs a few hours in the morning to get with David McDavit (he is Mike Clark's boss, Jim Mills talked to Mike 6/21/04).

Lin Mills talked to Bob Parmalee at the Property Appraiser's Office to request a copy of an area map. He said maps had been drawn up of this area that shows what easement the other side of the road has (to Charles Samuel not Cripple Creek) and believes the maps will help clarify the deeds/easements. (Mr. Mills picked up the map when completed.

The Fosters asked the Albertson's contractor (Bob Stout) to move the post and building permit off the Foster's property onto the Albertson's property and put it on the side of the driveway so people could have easy access. Mr. Foster also asked the contractor to move the storage of approximately 8 hay bails off his property and onto the Albertson's property.

6/24/04

The Mills arranged for the County to grade the roadway (grading to be done the next time the county is in this area and the road is not holding water in the puddles; cost was \$50).

Mike Clark, Growth Management and Jim Mills spoke on the phone and Jim Mills was told that the Growth Management and Property Appraiser's Office both agree that the properties in question do not have a construction easement to construct or alter the land on Cripple Creek Drive. Mike Clark said they would be glad to meet with the Meadows and Albertsons to explain this and that enforcement would be through the Sheriff's Office, and damages would be a private legal matter.

6/25/04

The Mills picked up a detailed map of the property in question, from James Parks of the Property Appraiser's Office. The map clearly shows the Meadows have a 20 foot easement to Charles Samuel Drive, as did the Harellson's and White Oak Construction. The map did not show the Albertsons or Stewarts had an easement and this would need to be clarified.

The Mills met with Mike Clark of the Growth Management Office and reviewed the map that the Property Appraiser's Office had prepared. Mike said that while it indeed looked like the property owners had a 20 foot easement to Charles Samuel Drive and it did not appear they had a construction easement to Cripple Creek Drive, that there was nothing the County could do about it. In addition, Mike explained that the property owner where the culvert was actually installed on was responsible for the culvert and it's property installation. Further that the actual property owners (who would be the deKloet's and Foster's) would be the one's who would receive a notice/citation if there were problems with the culverts. So deKloet and

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Foster would be held responsible for what the Meadows and Albertson's were doing with installing the culverts, digging ditches, etc.

The Mills had contacted the Sheriff's Office to try to determine if they could help with this or if they would need to hire an attorney. The Sheriff Deputy came to the Mills home, reviewed the situation and confirmed the homeowners would indeed need to hire an attorney. He mentioned that without a fence it would be unclear to the officers where the property line was.

The Mills contacted the Meadows regarding going over the map they had received from the Property Appraiser's Office and their current understanding. The Meadows and Mills met and reviewed same. The Meadows listened to the Mills position, but stated they were doing what their title company attorney (Mr. Manausa) had told them to do.

6/27/04

Lin Mills talked to the Property Appraiser's Office about the easement the deKloets signed for the Albertsons. She was told they believed that only gave the Albertson's permission to drive on the westerly 30 feet of the easement in front of the deKloet's, nothing to do with driveways, cutting down trees, etc.

Lin Mills talked to David McDivit (that is who Emma Smith was going to turn this over to and Emma was not available). He said he had just gotten in and did not know anything about this and asked for a brief overview which Lin Mills provided. He said it sounded like a personal legal matter, not a county matter and suggested she proceed that way. Lin Mills called Emma Smith back to let her know that is what they intended to do. Emma Smith said she had not been able to reach David McDivit, but had worked with Mike Clark on this and asked for her to talk to Mike and transferred her to Mike. Mike explained that he was to have gotten back with Mr. Mills that morning, because this was taking much longer than expected. Lin Mills shared what she had confirmed with the Property Appraiser's Office and that James Parks of that office had prepared a detailed map of the area to help clarify the current situation. She further stated that the Property Appraiser's Office said they confirmed they could find nothing that deeded driveway/tree cutting rights to these westerly property owners. Mike said he would continue working on this. Lin Mills asked Mike to please call her or Jim Mills back by the end of the day to provide the status even if he had made no progress or had been told not to work on it any longer, that they needed the feedback so that they would know when/if they should escalate the matter by hiring an attorney. (The Mills did not hear back from anyway by COB.)

The Meadows approached the Mills stating they wanted to start over and that they wanted permission to dig out the ditch in front of their property on the deKloets and Mills property. The Meadows also asked if we would get with an unbiased party to arbitrate/clarify/improve the current situation. The Mills agreed. The Mills and Meadows met and discussed the current drainage problems of the roadway, including the road going around the corner and under the road and ultimately into the lake. They discussed an approach to improving the roadway and drainage. Mr. Mills pointed out that the steep ditch the Meadows had cut on the sides of their culvert had actually made the roadway less safe. He said that ditches needed to have a slope on them to prevent injury to vehicles that may accidentally get into the ditch. He said he thought it would be better to get the county to grade the road first, then get different equipment in (the Meadows had offered to get their clearing equipment man to do this) and several some survey shots to determine how deep and wide the ditches should be. Jim Mills said he would get the county to grade the road, explaining how/when they did this that it might help the problem with the water in the puddles currently on the roadway. The Meadows offered to pay for this grading. The deKloet's were concerned that this not be misconstrued as any sort of permission for the installation of the driveway/culvert. The deKloets, Fosters and Mills discussed going ahead and retaining an attorney to help resolve the access issue. (Lin Mills paid \$50 for the grading of the north/south section of the roadway.)

6/28/04

Manausa returned Jim Mills phone call and said he had told the Meadows they had reasonable access to

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their property. He said he never told them they could cut down someone else's trees or install a culvert on someone else's property. Jim Mills asked about the 20 foot easement to Charles Samuel Drive that had been written into the deeds and Manausa said he did not remember that and that he did not do that work but that he did remember some concern Deriotis (New Construct attorney) had about legal access. He also said while he handled the Meadow's closing that he did not handle the Albertson's closing.

Lin Mills called the Property Appraiser's Office to determine why they did not show the Albertson's 20 foot easement on the map. They said it would be reflected in the deed. Ms. Mills called Russell Cotton to ask for a copy of the deed, he said he did not have the deed but to check with the Title Company for that. He also said he wanted to come out here and look at what had been done and talk to the Meadows and Albertsons about it because he did not want them doing anything that they should not be doing.

6/29/04

Preston Foster once again called his title insurance attorney, Crit Smith to find out if Crit had talked to Manausa about the property easement. Crit's office told Mr. Foster he would have to talk to Manausa because there was a conflict of interest. Mr. Manausa and Preston Foster played phone tag.

Ken Kling, another property on Cripple Creek came to talk to the Mills about the road and construction. He was concerned about residents in Coble Farms accessing Cripple Creek. He was concerned about increased traffic on Cripple Creek without contribution for road maintenance. He was also concerned about the overall condition of the road and what we might do to improve it. The Mills shared the initial estimate for turning it over to the county was approximately \$250,000.

7/04

Randie sent letters to county attorney, Manausa, Albertson. (Manausa's response was it was his opinion that the Cripple Creek easement allows driveway connections. County's response was they did nothing wrong. Later Randie send email to the county putting them on notice that we may sue them in the future.)

7/1/04

Talquin Electric came to the Mills and talked to Lin Mills explaining options for providing the Meadows electricity. Lin Mills got Jim Mills on the phone so the Talquin man could discuss the options. The Talquin man said he would mark the trees that would need to be taken out for both options and mark where the electric poles and guide wires would go. Lin Mills called the deKloets and said that Jim Mills would explain this to the deKloets after work and show them which additional trees would need to be taken down. The deKloets and Mills discussed the options the Talquin man suggested. The deKloet's did not want any additional trees cut down.

Kerri Foster scheduled an appointment with attorney Randy Denker the following day and the Mills and deKloets were notified of the meeting.

7/2/04

Jim Mills called the Talquin man and asked if he let him know by Tuesday, July 6, would that be slowing down the Meadows because their intent was not to cause anyone a construction delay but rather wanted them to use their own easement, not the Cripple Creek Drive easement, and the Talquin man assured him it would not be delaying anything.

The Mills, Fosters, DeKloet's met with Attorney Randy Denker. She said she would research the situation and draft a letter, sending the draft to them first for their review, comment, and consensus.

7/15/04

(At Randie's insistence we agreed to attend mediation although we made it clear we would not agree to legitimize the driveway connections, etc.) Randie set up a mediation meeting for the following Thursday in Manausa's conference room. We agreed to attend and bring others on CCD if they wanted to attend. All adjacent property owners were to be there.

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7/22/04

Mediation occurred. The Meadows, Albertson's, et al offered to purchase/lease an easement from the Mills, deKloets, Fosters; the Mills, the offer was declined.

7/23/04

Mr. Driver called Jim Mills and wanted to meet him for coffee to better understand their position and try to resolve the matter without attorneys. Jim Mills met Mr. Driver at McDonalds. Jim again explained his position and Mr. Driver said that Talquin was going to use their 20 foot easement for electric poles and they had to put the poles down the center of the easement so it would not be possible for them to use the easement for a driveway. He offered to purchase or lease an easement from the Mills, Dekloets and Fosters. Jim Mills agreed to share this with the others and call Mr. Driver back with their comments. Mr. Driver also gave Jim Mills a copy of a letter from Andrea Meadows. He asked that Andrea not be contacted in anyway because she was so upset about the matter. (See file for letter which basically stated Andrea was so upset because her neighbors had animosity toward her and that they never saw Manausa's letter prior to it being mailed to the Mills, deKloet's.)

7/26/04

Lin Mills contacted BB&T, 800-295-5744, Ms. McGowen (Albertson and Meadows lending institution) and asked a general question regarding the purpose of an attached ingress/egress, drainage, utility easement. Ms. McGowin said that showed legal access to drive across someone else's property. Lin asked if they cared the driveway had been installed on someone else's property easement that we believed they did not have legal access to. Lin Mills added the Meadows had retained an attorney making it necessary for the Mills et al. to retain an attorney and that it was going to be very expensive to resolve this in court. Ms. McGowin noted that what many people do with this type of problem is to fence in their property and call the sheriff if it is destroyed. Ms. McGowin wanted to refer the question to their legal department and get back with Ms. Mills later that day. Ms. McGowin asked for the names of the parties and their loan numbers and Lin Mills provided them to her.

Ms. McGowin returned the call about and said that BB&T would not address the matter because it did not concern the easement in their deed. However, the Mills bank would want to address the matter because it does address the easement in the Mills deed and recommended we contact our banks.

Lin called Bank of America (her bank, but not mortgage holder) for basic info on what they would do if she called her mortgage holder. They said their bank would have a vested interest and would try to do things to help them.

7/27/04

Several letters were drafted and sent to Randie. She stressed the need to compromise and give the Coble Farms property owners additional rights to the easement which we were unwilling to do. Our position was they can have what ever rights they have to the easement, if any, but we will not give them more nor legitimize what they had done. Lin Mills called Randie and told her we were going to get a second opinion from an attorney who specialized in real estate. Randie said she thought that was a good idea and agreed Wadsworth would be an excellent choice.

8/04

Randie came out, at our insistence, and took pictures. She emailed them to us. This includes erosion of the roadway, the north end of the Albertsons culvert dented in by an apparent construction truck running over it, and other flood damage. The Albertson culvert also contained a great deal of sediment/dirt. Hay bails were also blocking the natural flow and added in forcing the water to the south.

Prior to Hurricane Charlie there was a very heavy rainfall. The water from the Albertsons property and driveway poured onto the roadway and the west ditches, overtopped the road and flooded the front yard of the Fosters. Much of the water was diverted into the western south swail, while the natural flow is to the north, because the driveway and culvert are at a higher grade than the road. This caused the water from the

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Albertsons to wash the top of the roadway and significant water of flooding proportion into the Fosters east ditch then into their front yard.

The Suwarez came back into town from being out for several months. The Mills explained what was going and they said they were willing to do whatever it took to fix the roadway, Virgil prefers it not be paved while Dalia prefers it be paved. They said they wanted their retention pond to have water flow through it and told us about the time it backed up into their yard. They are ok with a larger culvert and raising their driveway if that was what was needed.

9/04

Randi sent a letter on the deKloets behalf to Carolin Lewis/New Construct Inc. asking for the title of the 30 foot westerly strip of the roadway easement in front of their house to be sold to them, explaining they have been paying taxes on that land for 20+ years.

Mills/Fosters drafted several versions of a letter to send to the Albertsons and Meadows. Randie and the Mills/Fosters could not agree on the content.

Mills/Fosters consulted with Attorney John Forehand. (See notes from that meeting). Mr. Forehand said what had been done were each a trespass, they owed damages for the destruction of the vegetation buffer, road and property damage caused by water and construction vehicles, survey, etc. That their only right is to drive to their property using a reasonable width traversing through the ditch, could not clear what they did and certainly could not install a culvert, fill, rock and could not exacerbate the drainage problems.

9/13/04

Fosters had a truckload of fill delivered for building a berm in their front yard to help prevent flooding from Albertsons storm water runoff.

Lin Mills called Barbara Allen, County Environmental Inspector and explained the Fosters were building a berm in their front yard to help prevent the water coming from the Albertsons from flooding their front yard. Lin explained the Fosters had lived there for three years and their front yard had never flooded in the front flower bed by the house until right before Hurricane Charlie. Barbara agreed the Albertson's needed a berm to direct the storm water into the ditch north of their culver and the culvert kept cleared of sediment. She said she would talk to them about this. She also pointed out the ditches needed to be dug out. Lin explained that Jim Mills had ordered a topographic survey and a drainage design for the section of the roadway so they would know exactly what needed to be done.

The Mills modified their draft letter to the Albertson to send to Manausa and gave to deKloets for review. There was discussion about terminating Randie and hiring an attorney with easement expertise.

Fosters, et al sent final letter to Albertsons, explaining position attorneys Boyd and Forehand explained, including invoices for replacing the vegetation buffer, the topographic survey, the drainage design and the road damage and grading work.

9/14/04

The Fosters built a berm between their culverts and had tractor work done to repair the road (grading and dug out the ditch in front of Albertsons to move some of the dirt/sediment so the water could get through the culvert. (This problem continued because with every heavy rainfall more water, sediment and dirt went into the ditch, which was blocked by the partially filled and damaged culvert. This work was not included in the invoices sent to the Albertsons earlier this week.

9/17/04

There was a heavy rain after the hurricane passed. The water from the Albertsons again caused damage to the road in front of the Fosters. Lin Mills moved some of the Albertsons hay around to direct some of their driveway water to the north since the majority of their water was draining to the south and pouring over the road. Lin Mills again called and left a message for Barbara Allen asking her to come out and help

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determine what at this point could be done to help prevent this storming from the Albertsons from pouring onto the roadway and into the Fosters yard. (Barbara never returned this call.)

Lin Mills called Talquin/Marvin about cutting the ditches deeper on the Foster's corner, due to the flooding now occurring. She inquired about the depth of the underground cables in the Fosters ditch, which services the Suwarez. Marvin said she would need to contact the sunshine locators at 1800-432-4770. They said someone would come out within 48 hours to locate the lines. The minimum depth is four feet and the cables must retain 4 feet depth for safety (so if the ditch is cut an additional foot, then the cable would need to be buried an additional foot deeper). Also, consideration must be made to how much deeper the ditches had already been cut. The locators will locate the cable, telephone and utilities. Talquin will try to be here when we are ready to dig with a 48 hour notice. 800-432-4770. Both Jim Mills and Kerri Foster said the locators were called three years ago and could not locate the lines. Lin passed this info onto the locators.

Lin Mills called the locators ([www.callsunshine.com](http://www.callsunshine.com)) they have 48 hrs to respond, you must be going to dig within 1 week to submit the request which expires Oct 7, call back to extend authorization to dig. They are to call so Lin can meet them. Reference number is: 26143985

9/27/04

After receiving a letter from the Albertsons asking us to call them, Lin Mills talked to John Forehand and he said the Albertsons and Meadows are trespassing, Manausa messed up and he knows they do not have a right to install a culvert. He said we should call them since their letter requested discussion about a road maintenance agreement, and see what they would agree to we should tell them we are going to continue with our road improvements which will include removal of their culverts. Ms. Mills shared this information with Jim Mills, the deKloets and the Fosters. Preston agreed to contact Mr. Albertson to set up a telephone meeting.

9/28/04

Re: Sunshine Locators - Since only the telephone company came out and marked where utility lines were, Talquin and Comcast did not, Lin called the locator back and did a second request.

10/01/04

Preston Foster and Jim Mills placed the agreed upon teleconference to Richard Albertson from Preston's home.

1. When asked why not use the easement on his property to connect to Charles Samuel Drive, Albertson said this would be "silly".
2. Albertson is in agreement that there will be no parking or storage of materials on the Cripple Creek Drive easement.
3. Albertson agreed to provide a hold harmless agreement within 2 weeks. (This was never received.)
4. Regarding agreement to not do any further clearing or alteration to the Cripple Creek Drive easement, Albertson requested this be covered by a Road Maintenance Agreement.
5. Regarding grading the ruts in the Fosters ditch caused by Albertsons construction vehicle, Albertson said he would not consider fixing the ruts without a road maintenance agreement.
6. Payment for road repairs necessary due to construction vehicles. Albertson said he would not consider this without a road maintenance agreement.
7. Payment for topo survey, engineering work, and drainage improvements. Albertson said he would not consider this without a road maintenance agreement.
8. Replacement of unnecessary trees/vegetation cleared from the vegetation buffer. Albertson said he would not consider this without a road maintenance agreement.
9. When asked if he had been advised whether he had the right to install a culvert/rock/fill on the Cripple Creek Drive easement he said he did not remember if anything specific was ever said about that. He indicated that he assumed this was all part of his right to access Cripple Creek Drive. He agreed to ask Manausa this specific question as well as questions about mailboxes and garbage bins, but that he would be out of town until the following Wednesday afternoon. He agreed to contact Preston on this as soon as he talked with Manausa.

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10. He said he had a sample road maintenance agreement that he would fax to Preston over the weekend.
11. Albertson stated that Talquin will be clearing the 20' easement on the Stewart's property and will be removing at least one of the large oaks in order to provide electric service. When asked why not go underground, Albertson said the other property owners would not agree to share in the cost of this and that he did not have the \$1,000 necessary to cover his share. He said Talquin would be starting on this the first of the following week. He said that Manausa advised Talquin that Talquin had the right to provide service from the power lines on the Cripple Creek Drive easement without the owner's permission, Talquin said they would not do this in fear of being sued by the Cripple Creek Drive owners.
12. Since Manausa maintains the Cripple Creek Drive easement can be used for both access and power, Albertson was asked why a 20' easement was placed on his property. He answered that he did not know and that he would ask Manausa.

10/03/04

The Albertsons had a party and 4 vehicles parked on the road, when asked by the Mills/Fosters to not park on the road, 2 of them moved their vehicles, the other 2 did not. The Sheriff's Office was called and a deputy explained that they were parked on private property the Albertsons told the deputy they were parked on a shared easement. The deputy said if he walked back to the Fosters and they showed they owed the entire roadway, they would have to move their cars. They agreed to move the cars. The officer left before the cars were moved. The cars were moved in about 10-15 minutes.

10/04

Drainage design and drawings were completed and provided to Jim Mills (from Professional Engineer Ed Ringe).

10-6-04

Lin Mills called the utility locator for the third time re Ref# 26143985, they referred her to Talquin, Alan Shepard 562-2119 since Talquin had not responded. She called that number and left a message.

10-07-04

Talquin called Lin Mills and said they would be out thatday to mark underground utilities. Mark (man on the phone) indicates they run from the Foster's north pole across the road and down the left/west side of the Suwarez driveway, not in the Suwarez west drainage ditch.

Kerri Foster called John Forehand to ask where they should leave the culverts once taken out, he said on the owners property and again pointed out that the owner could hold us responsible for any construction delay if they cannot get to the site and this resulted in court action.

10-12-04

Lin Mills called Marvin/Talquin and asked what the utility situation was and what trees would have to come down if the power for the Albertsons was pulled from the Fosters corner pole. He said he would contact Driver and see if the pole could be put on Drivers easement and it could service both lots. He said he believes Ms. Driver makes all the family decisions. He added he did not think the Stewarts had the money to build anytime soon. He said the transformer could go on the Fosters pole or the Albertsons pole. He said Albertson would go underground from the second pole to his house. Lin asked how the Stewarts would get power and he said he already had permission to go through the Meadows and Stewarts to put power on their easement. He said he believed they had room to make a driveway to Charles Samuel along side of the poles. He said for the Albertsons to go underground through the oak trees would cost about \$3,000 for power and about \$3,000 for the permit. He said Bob Stout was in trouble because he could not get another draw until the house was complete and he is having to pay the interest on the loan. He said he works through Stout and Stout works with Albertson. He said Stout was a good guy to work with. He added Talquin would be upgrading all of Cripple Creek Road within the next 5 years. He also said he could help us with determining how deep the underground lines were under the Fosters ditch. He said to call Ruth Martinez/County if we had any questions about the trees.

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11/04 (prior to 11/6)

Underground utilities were installed from the Meadows to the Albertsons. The transformers were placed in the middle of the 20 foot easement on the Meadows/Stewarts property line and on the north east corner of the Albertsons property line.

Foster removed Albertsons culvert and put it on the Albertsons lot per conversation with attorney John Forehand. The tractor man could not finish the job (remove the fill/rock) due to darkness, then his tractor broke down.

11/6/04-11/12/04

Did not appear anyone worked on the Albertsons house this week but vehicles could drive onto the property via Cripple Creek Drive via traversing the swail.

We were told by our UPS driver that Walt Drivers lot (north of Albertsons) was for sale and that his sister was interested in buying it. He said that Drivers realtor guaranteed her that Cripple Creek Drive would be paved within two months. We explained that we did not see how that could be possible, but that we would love to see her get the lot and that it was a good neighborhood and a nicely wooded lot.

11/12/04

There was a hard rain at 6:00 am. At daylight Lin Mills again did what she could with a shovel to divert the water running down the Albertsons driveway and south into the westerly ditch to try to prevent the water from overtopping the road, but rather to go into the north westerly ditch. She moved, with her hands, part of a hay bail that was blocking the water from flowing north. After about 30 min she was able to get some of the water to flow north. Later that day, however the water south of the Albertson's driveway connection did indeed again overtop the road and fill up in front of the Fosters driveways and into ther ditch on the east side. Additional dirt from the roadway also again washed into the Fosters ditch/yard.

When Lin Mills came home from town she saw a black truck (Stout's) and a white county SUV type vehicle parked on the one lane road in front of the Fosters. (This is after Mr. Albertson agreed their would be no parking on the roadway.) She approached the two men to explain she had tried to divert the water to the north ditch, explaining that all the fill filling up the ditch would have to be removed so the water would not continue to cause damage. Mr. Stout told Lin Mills that she was to deal with the owner, Mr. Albertson, and that she was not to talk to him. Lin Mills asked the county inspector if he was an environmental inspector and Mr. Stout told Lin Mills that he had told her she was not to talk to him. Lin Mills explained that she was not talking to Mr. Stout but was talking to the county inspector. Lin Mills asked the county inspector if he was an environmental inspector and he said "no", she then asked if he was storm water and he again said "no". She asked what type inspector he was and he said building inspector. Lin Mills explained to the building inspector that she had told Barabara Allen, a county environmental inspector about the situation and their intentions and legal position several months ago. The county inspector seemed unfriendly and abrupt.

Lin Mills again called Cliff Thael's office and spoke to Martin Green. Mr. Green, after listening to a summary of the problem again and what was currently going on with the road and property damage to the roadway and Fosters, he said he was going to escalate this matter to Commissioner Thael.

The Mills received a letter from the Meadows stating the Meadows, Stewarts, Albertsons and Drivers were all willing to participate in paying for the topographic survey and "pre existing" road improvements if the deKloets, Fosters, and Mills would enter into a written road maintenance agreement. (See letter for details.) Because Ms. Meadows had told Ms. Mills during their last phone conversation that it would be better to talk to each other rather than write letters back and forth, Lin Mills attempted to call the Meadows and left a voice message for them to return the call. After this, Lin Mills saw Jason Meadows across the street in his yard. She went over to talk to him and explained they did not understand the purpose of a formal agreement because in the past there was agreement as to what would be done and then the cost was split among those participating. Jason Meadows said that those on the east side of the roadway were calling all the shots and

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Lin Mills explained that was because it was their property. She explained they had gotten the engineering drainage design and the driveways/culverts were going to be removed. Jason Meadows said the property his culvert on did not belong to the Mills or deKloets. Lin Mills said that Deriotis had done a title search on that strip of property and it was being transferred to the deKloets. Jason Meadows said the conservation was over. Lin Mills began walking away. Jason Meadows said if they removed his driveway he would take them to court. Lin Mills said that might be the only way to resolve the problem. Jason Meadows told Lin Mills to never step foot on his property again. She told him to then stay off her property as well which included the roadway in front of her home, he told her to block it off.

Jim Mills arranged to meet with Don Cooksey on 11/18 regarding an estimate on the repair of the roadway.

11/14/04

Jim and Lin cleaned out the limbs in the west ditch in front of the Fosters and Suarez down to the Suarez pipe and ran a string line on the Suarez west property line.

11/15/04

Preston talked at length to Deretois. Deretois told him that prior to selling the property he could not find legal access to Cripple Creek Drive for the property and thus the 20 foot easement to Charles Samuel was put into all of the adjacent property.

(The Mills were out of town) The sheriff's office was called evidently by Albertson. Deputy Sellers went to the Fosters and said Albertson accused Foster of damaging his culvert when Foster took it out. Foster explained that the culvert was damaged some time ago by a construction vehicle and assured the deputy that Foster did not damage the culvert. Foster explained the reason he put the culvert on Albertsons property was that it belonged to Albertson and the reason it was removed was that it was a trespass and. During the conversation, Jim Mills was contacted by telephone and attempted to clarify the Fosters and Mills position. The deputy gave both Foster and Albertson a trespass warning and said he would turn this over to a investigator. The deputy said Foster should not have driven on Albertsons property and he should have not put the culvert on Albertsons property. Foster explained he did this because he had been told to by an attorney and he did not want to take property that did not belong to him.

11/16/04

Lin Mills left a voice mail for Martin Green (Commissioner Thael's Office) explaining that they had been out of town and Commissioner Thael left a message that she should get with Martin. (He did not return the call.)

11/17/04

Lin Mills again left a message for Martin Green. (He did not return the call.)

11/18/04

Lin Mills called the sheriff's department to talk to the investigator and to get clarification on what should be done when they dig the Albertsons fill/rock out of the ditch. She spoke to Sergeant Robbins (an investigator). He explained that no investigation was going to be conducted and his position was this was a civil matter and it sounded like it may not be resolved without a law suit. He explained that if the fill/rock was taken out of the ditch on the Fosters, just not to put it on the Albertsons even though it was their dirt/fill. He also said that if a deputy were to be called out again, that the deputy certainly had the call to do what he felt was appropriate but to ask him to please call Sergeant Robbins for a clarification of this case history prior to making any decisions. He said to be sure to add this incident to our case if this was to go to litigation and to be sure to show the evidence we had showing that the culvert was damaged prior to its removal, contrary to what Albertson had told the deputy. The Sergeant also stated he knew someone was coming out today to look at the easement in front of the Meadows and sign it over to our neighbor (the deKloets). He also noted that Steve Harrelson was his partner. Lin Mills asked him to please call her if he found anything they were doing was contrary to the law and assured him they nor the Fosters were going to great lengths to follow the law.

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Jim Mills and Don Cooksey met and looked at the needed repairs. Barbara Allen happened to drive up and joined in the meeting and confirmed a permit would not be required. Don said he would like to get a waiver signed and post it while he was doing the work and would get the estimate to Jim Mills after Thanksgiving.

Lin Mills was told by deKloets that Wathall had been told by Manausa that the deKloets were trying to deceive them into turning over the easement to them and that he did not know what was going on so he was not transferring it to them.

11/19/04

About 11:00 Lin Mills heard a loud noise outside and looked out to see a reddish truck with silver rails on the sides speed out of the Albertsons driveway down Cripple Creek then put the truck in reverse and very fast back up and entered the Albertsons again spinning out in the front yard and drove to the back left of the lot. (I believe he spun out twice.) He then moved the truck to the temporary utility box, opened it, threw something down on the ground and installed something in the top part of the opened box. The man was wearing a t-shirt and boots, had a dark hat and dark hair. He then left driving again very fast via Charles Samuel Drive. Shortly after a white Jeep like vehicle (looked like the county building inspector) drove up to the Albertsons.

11/23/04

Several construction vehicles arrived at the Albertsons and it looked like they began the exterior brick work. Two dark colored cars were parked on the roadway for the entire morning, and at least one or both were parked there in the afternoon as well.

Jim and Lin Mills had an initial meeting with Scott Lindsey. Deeds, letters, engineering report, synopsis, etc. were provided. Scott Lindsey noted there would need to be title searches and survey work done. Jim Mills indicated they had an abstract on both lots and Scott Lindsey said he would need to see that document. Told a \$10,000 retainer would need to be provided next week and it could cost as much as \$20,000-40,000. Scott Lindsey said he would need to make a site visit to the property and that he would like to work on the case over the Thanksgiving holiday.

11/24/04

One of the dark colored cars/construction vehicle of an Albertson again parked on the roadway for most of the day.

There was a heavy rain and the water flowing from the Albertson, over the road and in-between the Mills and Fosters was approximately 6-12 inches deep.